

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN

PRUDENCE F. MAXON,
on behalf of herself and all others similarly situated,

Plaintiff,

v.

ORDER

SENTRY LIFE INSURANCE COMPANY,

18-cv-254-jdp

Defendant.

The court granted defendant's motion for judgment on the pleadings. Dkt. 138. Plaintiff has filed a motion for reconsideration. Dkt. 146. As both parties recognize, a motion for reconsideration under Federal Rule of Civil Procedure 59(e) serves the limited purpose of correcting manifest errors of law or presenting newly discovered evidence. *Caisse Nationale de Credit Agricole v. CBI Indus., Inc.*, 90 F.3d 1264, 1269 (7th Cir. 1996).

Plaintiff's motion for reconsideration is a re-hash of its original arguments, with a few modest refinements aimed at parts of the court's opinion. The central theme of plaintiff's argument for reconsideration is that she has proposed a reasonable interpretation of her policy, so judgment on the pleadings is inappropriate. Dkt. 147. If this were an ordinary contract dispute in which the court evaluated the contract afresh, without the benefit of binding Seventh Circuit precedent, the court might agree. Plaintiff's contract interpretation arguments are not frivolous; courts outside the Seventh Circuit have agreed with her. But the court was not persuaded by plaintiff's original attempt to avoid the effect of *Norem v. Lincoln Benefit Life Co.*, 737 F.3d 1145 (7th Cir. 2013), or her attempt to distinguish the reasoning in *Mai Nhia Thao v. Midland Nat'l Life Ins. Co.*, 549 F. App'x 534 (7th Cir. 2013).

Because the court is not persuaded that its original analysis was manifestly wrong and because plaintiff relies on no new evidence, her motion for reconsideration is denied.

Entered November 27, 2019.

BY THE COURT:

/s/

JAMES D. PETERSON
District Judge